

Article 5: No Discrimination

5.1

The [parties](#) agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any [employee](#) in regard to salaries, rank, appointment, promotion, [tenure](#), [confirmation of appointment](#), reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of age (except for retirement as provided for in this Collective Agreement), race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status or membership in the [Association](#).

5.2

Further, in accordance with previous University policy and practice, the [parties](#) agree that there shall be no discrimination practised with respect to any [employee](#) in regard to salaries, rank, appointment, promotion, [tenure](#), [confirmation of appointment](#), reappointment, sabbatical, fringe benefits or any other terms and conditions of employment by reason of family relationship. The [parties](#) also agree, however, that no [employee](#) of the bargaining unit or person acting as an [Officer of the University](#) shall take part in formal discussions or vote with regard to the determination of the aforementioned terms and conditions of employment of a member of his/her [immediate family](#).

5.3

~~It is not the intent of the [employer](#) to restrict the employment or assignment of persons who are physically handicapped or disabled, provided that such disability does not interfere with their ability to perform the necessary job requirements.~~ **CUASA and the employer are committed to following the Ontarians with Disabilities Act and the Ontario Human Rights Code, therefore, the parties agree as follows:**

- a) That should a member request accommodation for a disability, including any modification of an existing accommodation; he or she will contact Human Resources, which in turn shall notify the Association. The employee may be represented by the Association.**
- b) If appropriate, accommodation will be considered in any aspect of the employee's workload.**
- c) The employee or the employer may consult jointly or separately with appropriate experts both inside and outside the University. Each will keep the other party fully informed of the consultations and the results. The employee, the Association, and the employer will agree on an Accommodation plan. The employer will make all reasonable efforts to implement the Plan.**
- d) Accommodations will include, when and to the degree appropriate, modification of CDI criteria, the criteria and time requirements for tenure and promotion decisions.**
- e) Such arrangements will be recorded as part of the Accommodation plan. In addition, arrangements will be undertaken to as to facilitate insofar as is possible, the member meeting the accepted standard for tenure, promotion and CDI rather than to define a different standard.**

CUASA proposal
Date: May 8, 2012

Article 6: Past Policies and Practices of the University

6.3 Continuation of Past Practices

- (a) Past practice may be altered, but only by agreement of the [parties](#).
- (b) Where an [employee](#) or [the Association](#) seeks to rely on a past practice the onus shall be on the [employee](#) or [the Association](#) to show that the practice cited was contained in a document of the [Senate, Board](#) or management of [Carleton University](#), or was otherwise sufficiently widely promulgated (in public, or in private communication), and practised, so as to make it reasonable to consider it a practice at this University.
- (c) The [employer](#) acknowledges a continuing responsibility to maintain a climate in which the academic functions of [employees](#) may be effectively carried out, and undertakes, therefore, to continue to provide a level of facilities and support services consistent with this responsibility, ~~except that the level at which the [employer](#) will maintain the following general support services to the [academic units](#) may be adjusted from time to time:~~
- (i) ~~Secretarial~~ **Support staff** and related services
 - (ii) Telephone service **and voice mail**
 - (iii) ~~Space~~ **A private office providing a healthy and safe environment which includes, but is not limited to: ergonomically sound furnishings and equipment; sound insulation; lockable doors; sufficient lighting for reading, writing, and computer work; appropriate window and floor coverings; temperature control and proper ventilation.**
 - (iv) Supplies and Equipment
 - (v) Computing Services **and computing support services**
 - (vi) Instructional Aids
 - (vii) ~~Duplicating Facilities~~ **Photocopying and printing**
 - (viii) Teaching and Research Assistance

Where users subcommittees exist in relation to these services, they shall continue to perform their advisory functions during the term of this Collective Agreement.

- (d) Consistent with the employer's acknowledged responsibility as set out in 6.3(c) above, the [employer](#) shall make a reasonable effort to provide each employee with a standard model computer **and printing services**; computer hardware and software appropriate for teaching and administrative responsibilities; ~~and voice mail.~~

CUASA proposal
Date: May 8, 2012

9.1 Appointments

To ensure that posts at [Carleton University](#) are filled by the most highly qualified candidates and to ensure accessibility to [Canadians](#), all faculty, Instructor and professional librarian openings must be advertised prior to the consideration of candidates.

(a)

Faculty and Instructor [Employees](#)

:

(i)

All faculty and Instructor posts shall be advertised both internally and in various appropriate publications and/or web sites that shall include *University Affairs* and the *CAUT Bulletin* and/or their web sites whenever publication schedules permit, and the advertising copy shall be sent to the [Association](#) within ten (10) working days of its placement.

(ii)

Copy of the advertisement shall be submitted to the publications within ten (10) working days of the receipt of that copy by the [President's](#) Office from the appropriate [department](#) and [dean](#).

(iii)

A period of at least thirty (30) working days shall elapse between the appearance of the final advertisement and the subunit's recommendation to the [dean](#) that a formal offer be sent to the selected candidate.

(iv)

In cases of extreme urgency, or where a department, through the procedures for recommending appointments normally followed by the department, determines that a spouse of a successful candidate for a preliminary or tenured academic staff position has qualifications and experience that would benefit the programs of the department, an appointments may be made without following the requirements of [9.1\(a\) \(i-iii\)](#) **provided that there is no eligible term employee in the department. Where there is an existing term employee in a unit, no spousal hire may be made, for a period of three years, unless the term employee is transferred to preliminary rank.** ~~at the discretion of the [President](#) but~~ In all such cases complete details of the appointments must be reported in writing to the [Association](#) and the Clerk of [Senate](#) within ten (10) working days.

(v) All appointments to faculty and Instructor positions shall be made on the recommendation of [departments](#) and the appropriate [dean\(s\)](#).

(vi) If a position is not attached to a specific [department](#) a committee of at least three (3) members of the bargaining unit shall be established by the appropriate [dean](#) to serve in lieu of a [departmental](#) committee.

CUASA proposal
Date: May 8, 2012

Article 13.8: Academic Workload Plan

Preamble: The purpose of the Academic Workload Plan (AWP) is to achieve workloads for faculty, instructors, which enhance each member's ability to engage in research and/or professional development. In addition, the AWP is designed to promote fairness, transparency and equity in the assignment of duties both within each unit and between units within the university. Finally, the Academic Workload Plan process will ensure that all units establish a teaching workload of less than 2.5 credits for faculty members.

13.8 a) Each unit shall complete an Academic Workload Plan by January 2015.

b) The AWP shall be developed by the members of each unit or a subcommittee within the unit and shall be ratified by a majority of the unit members and approved by the appropriate dean.

c) Once the AWP is ratified by a majority of members of a unit, and approved by the Dean, it shall be forwarded to CUASA for review. Such review shall be conducted with a view to ensuring that the AWP is consistent with the Collective Agreement.

The completed AWP shall be published on the CUASA website.

c) The AWP shall include:

i) a description of the normal scheduled teaching workload for faculty and instructors members including the average hours spent in front of students in lecture or seminar format as well as time spent in labs, studio classes, and tutorials, with undergraduate and graduate students and any other responsibilities associated with the work of the unit. The AWP shall also include a record of the actual workloads of each member of the unit for the five years previous to the development of the AWP

ii) the AWP shall describe the appropriate pedagogical strategies that are appropriate to the discipline within the unit and how these have a bearing on the teaching within the unit in terms of class size, types of teaching, forms of assessment, the technology or other equipment needed.

iii) the AWP shall include a description of the unit's policy on allocation of Teaching Assistants (i.e. the minimum number of students in a class deemed necessary in order to have Teaching Assistant support).

iv) the AWP shall describe the supports needed for the teaching program of the unit including teaching assistants, lab assistants and any technological needs.

v) the AWP shall address year to year fluctuations in the teaching workload for the member of the unit and how these fluctuations are managed in a manner that is fair and equitable to all members of the unit.

vi) the AWP shall describe the number and manner of remissions from teaching for positions within the unit (e.g. chair, graduate supervisor, undergraduate supervisor) any 'exceptional' unit assignments for which teaching remission is assigned –e.g., the preparation and writing of accreditation reports, program review and development, and so forth, and also teaching release for the purpose of research, and describe how release for secondment to work in another unit is factored into the overall work of the unit.

vii) the AWP shall describe how each member of the unit contributes to service (i.e. committees, professional organizations, service to the community).

viii) the AWP shall be consistent with the provisions of the Collective Agreement.

d) Each year, each unit shall provide to the unit, the Dean and CUASA a breakdown of the teaching workload of every member of the unit (e.g. teaching, research, service).

e) the AWP must :

i) be developed within the context of available resources

ii) not compromise the quality and integrity of the academic program

iii) be developed in a collegial manner

f) the AWP shall be reviewed according to the changing needs of the unit or every ten year (whichever comes first)

CUASA proposal
Date: May 8, 2012

13.8 Committee on Workload

- (a)
The ~~parties~~ agree that a Parity Committee of six (6) persons shall be established by the ~~parties~~ no later than one (1) month following the signing of this collective agreement, to examine all aspects of the workload of faculty employees, as defined in Article 13.1 and 13.2, and in particular to make recommendations to the JCAA with respect to:
- (i)
~~ways of measuring faculty employees' teaching, research and service workload,~~
 - (ii)
~~the redefinition of normal teaching load in Article 13.2(a),~~
 - (iii)
~~the rights and responsibilities of employees who undertake more than the normal teaching load for their Departments, and~~
 - (iv)
~~the factors affecting teaching workload which shall include, but not necessarily be limited to, those set out in Article 13.2(f).~~
- (b)
The ~~Committee~~ shall solicit submissions from interested parties within the University, both individuals and groups.
- (c)
The ~~Committee~~ shall report to the JCAA no later than eight (8) months after the ratification of this collective agreement.

16.5

(a) No anonymous material shall be kept by the [employer](#) concerning any [employee](#). If introduced, such material shall be sufficient in and of itself to invalidate the proceedings. Statistical information gathered pursuant to Article [26](#) shall not be considered anonymous material. Non-statistical information gathered pursuant to Article [26](#), however, shall not be exempt from the provisions of this article.

(b) Where the [employer](#) places a signed student comment on an [employee's](#) file:

(i) the [employee](#) shall be promptly advised of the substance of the complaint in such a form as will preserve the confidentiality of the complainant(s);

(ii) the [employee](#) shall be given an opportunity to place a comment or rebuttal on the file;

(iii) the student's names shall only be disclosed with their consent;

(iv) the [employer](#) may only use the complaint in a career decision if the student's names are disclosed to the [employee](#);

(v) if the students do not consent to the disclosure of their names, then upon completion of final grade reports the document, along with the [employee's](#) rebuttal, shall be removed from the file and destroyed;

(vi) if the students' names are disclosed, the [employee](#) shall, at that time, be given an opportunity to place a further comment or rebuttal on the file.

(c) When written student comments are retained copies shall be placed in the [employee's](#) file in accordance with Article [16.5\(b\)](#), and shall be forwarded to the [employee](#).

(d) Where a document pertaining to an [employee's](#) performance or to a disciplinary matter, and which has not already been sent to the [employee](#), is to be added to the [employee's](#) file held in the office of the [Vice-President](#) (Academic), the relevant [Dean](#) or [Director](#), or the University Librarian, a copy shall, subject to any confidentiality restrictions set out in this Collective Agreement, be sent to the [employee](#).

(e) When a CUASA member is the subject of a complaint, the employer shall inform both CUASA and the member within fifteen (15) days of receipt of the complaint.

CUASA proposal
Date: May 8, 2012

Article 18: Rights And Privileges Of The Association And Its Members

18.1 The employer agrees to provide the Association, ~~free of at a reasonable charge~~, with the use of suitable, serviced, office space, **as in Rooms 2004, 2005, 2006, 2008 and 2009 in Dunton Tower or equivalent**, with a telephone line(s), and with the use of the internal University postal service. **It is agreed that to ensure the productivity of its operations CUASA will need the following space additions in proximity to the current space; a sixth equivalent office, with window, shall be added to those cited above by July 1, 2012 and a seventh equivalent office, with window, shall be added to those cited above by July 1, 2013.**

18.2 Subject to availability, the employer will allow the Association to use Carleton University reproduction services, computing facilities, and audiovisual equipment at **the same** rates and on the same basis **as those applicable to the most favoured University users.** ~~to be determined between the parties from time to time.~~

18.3 Subject to availability, the employer shall provide the Association with suitable meeting rooms as required, free of charge, provided this can be done without interrupting the instructional programs of Carleton University.

18.4 A member's service to the Association shall be considered in assessment of workload and the evaluation of performance. In these contexts, it shall be treated in the same manner as similar duties performed in departmental, faculty and University committees, and administrative duties undertaken for learned or professional societies.

18.5 The Association shall have the right to have an observer present at open University meetings and, subject to the usual consent of the University body meeting, to make representations to such meetings.

18.6 The Association agrees to provide the employer with a current list of Association representatives from time to time with whom the employer would be expected to deal in regard to the administration of this Collective Agreement.

18.7 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations. Such representatives shall have access to Carleton University premises to consult with members, Association officials or the employer. Access in this Article shall not include the right of CAUT or OCUFA representatives to call meetings on Carleton University's premises.

18.8 (a) The President of the Association shall not be required to teach more than one full course, or its equivalent, and the Grievance Policy and Administration Committee Chairperson shall not be required to teach more than one and one-half courses, or the equivalent, during the term of office, without prejudice to their salaries, benefits or any rights and privileges within the University.

Where the President or Grievance Chairperson is an Instructor employee, or a professional

librarian, the workload reduction under this Article shall be negotiated by the parties at JCAA. Disputes about the assignment of duties to these employees shall be referred for resolution to the Joint Committee for the Administration of the Agreement. This arrangement is understood to be a special provision, applicable only to this Article and without prejudice to the more general arrangements for reduced workload with prorated pay specified in Article 13.6.

(b) On conclusion of his/her term as Past President or as Grievance Chairperson of the Association, the Past President and the Grievance Chairperson of the Association shall be entitled *mutatis mutandis* to the provisions of Article 25.1(b). These provisions shall apply to his/her full terms as President-Elect, President and Past President and to his/her term as Grievance Chairperson.

(c) ~~The Association may purchase from the employer, at the appropriate contract instructor rates, up to two (2) full course equivalents per contract year and during a bargaining year, up to four (4) full course equivalents, to be distributed at the discretion of the Association.~~ **In addition the Employer will provide the Union with releases from teaching equal to five (5) full courses each academic year. In years in which the negotiation of this Collective Agreement extends past July 1, the Employer will provide the Union with releases from teaching equal to seven (7) full courses for that academic year. Unused course releases may be carried forward by the Union. The Union shall be entitled to purchase additional course-load reductions, or equivalent, at the Contract Instructor stipend rate then in effect.** Payment by CUASA for a contract instructor replacement is contingent upon the employer hiring a contract instructor to teach a course which would normally have been taught by the individual to whom the release applies. For professional librarian employees, a full-course equivalent shall be deemed to be one working day per week over the contract year.

CUASA proposal
Date: May 8, 2012

23.1 Information Concerning Employees

(a) The provisions of the Freedom of Information and Protection of Privacy Act (FIPPA) govern the disclosure of information concerning employees to CUASA for the purpose of enabling the union to carry out its responsibilities under the Ontario Labour Relations Act (OLRA) to act as the agent and representative of bargaining unit members in labour relations matters. CUASA confirms that such information will only be used by CUASA to carry out its statutory responsibilities. The employer shall make available monthly to the Association a list stating the name, rank, status (term, preliminary, tenured, confirmed), amount of dues deducted, department, date of initial appointment at the University, date of last sabbatical, department of primary position, full time equivalent (sum of positions), highest degree, resignation date, stipend title, stipend amount, year of first degree, year of highest degree, date of last promotion, leave status, date of birth, and a unique identifier for each employee within the bargaining unit and the total number of employees in each rank. Further, the employer shall inform the Association in writing in a format identical or similar to that used in April 1977 of all changes and the reasons for such changes.

(b) The employer will further provide CUASA with copies of final correspondence to members regarding appointments, reappointments, promotions, tenure, permanency, leaves, reduced load, or similar matters, setting out the terms of such, at the time the correspondence is sent to the member.

23.2 Information for Contract Administration and Collective Bargaining

(a) The parties agree to exchange such information as is agreed from time to time to be necessary for the collective bargaining process and/or the administration of this Collective Agreement. This shall not require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested unless required under Article 23.2(b), nor to supply any confidential information.

(b) As soon as available, or as specified below, the employer agrees to provide the following information to the Association:

(i) a copy of the latest University budget and budget report in the format in which it is released to the public;

(ii) a copy of the annual audited statement of the University;

(iii) copies of Statistics Canada tables giving average salaries by rank and age and years since first degree for faculty and Instructor employees;

(iv) a list of employees who have resigned after these have been reported to the Board of Governors;

(v) a list of new employees eligible for membership in the bargaining unit after these have been approved by the Board of Governors;

(vi) on or about February 1st a report on the number and type of expected leaves in a format similar or identical to that provided in April 1977;

(vii) 1. An official hard copy report, with an electronic version suitable for data manipulation, on all members of the bargaining unit each term stating:

department

rank

name

gender

full-time equivalent

date of birth

year of first degree

year of highest degree

degree

date of initial appointment at the university

year appointed to rank

status

the lower limit

the upper limit

the nominal salary

the standard line

monetary distance from the standard line for each employee

distance from standard line in CDIs

outliers

distance from Lower Limit

distance from Upper Limit

and,

2. Annually, an official hard copy of the salary rationalisation tables and graphs, with an electronic version suitable for data manipulation, for each rank effective May 1 of each year showing years since first degree, lower limit, standard line, upper limit, floor, full CDI and partial CDI amounts.

(viii) reports on all benefit plans as required in Article 40; and,

(ix) an annual report on librarian employees who have taken sabbaticals or extended leaves of four (4) months or more, along with part-time and term librarian employees employed over the same period of time.

(x) on or about February 1st, a statement for the previous academic year ending August 31 covering all employees in the bargaining unit stating:

-the courses or fractions thereof, taught by each member of the bargaining unit.

-the time and location of these courses

-the frequency and duration of students contact times for these courses

- the enrolment in these courses (including multiple sections and laboratory sessions)**
- the number of students for which the member provided supervisory duties (including directed studies, practica, undergraduate thesis, term projects)**
- the number of committees on which the member served**
- the number of service activities assigned to the member (including recruitment activities, mentorship activities, safety positions, etc.)**
- the total number of domestic undergraduate FTE students enrolled in the faculty (as calculated for financial purposes)**
- the total number of domestic graduate FTE students enrolled in the faculty (as calculated for financial purposes)**
- the total number of international undergraduate FTE students enrolled in the faculty (as calculated for financial purposes)**
- the total number of international graduate FTE students enrolled in the faculty (as calculated for financial purposes)**

CUASA proposal
Date: May 8, 2012

30.5 Employee Grievances

(a)

Stage 1

It is understood and expected that an [employee](#) will discuss with his/her [dean/director/librarian](#) any matter relating to an alleged grievance. The [dean/director/librarian](#) shall notify the Director of Human Resources and the [Association](#) of any complaint giving rise to such a discussion. This discussion is to be informal in nature and directed at improving communication and solving problems. The [dean/director/librarian](#) shall notify the Director of Human Resources and the [Association](#) of the result of this discussion. ~~The [employee](#) shall complete the section of the grievance form headed 'details of complaint stage'.~~ **If at any point in the informal grievance process either Party or the member determines that the informal process has failed, a Stage 2 grievance may be filed. If the grievance is settled by the informal process, all decisions, agreements and resolutions shall, if the parties, agree be committed to writing and a copy shall be provided to CUASA.**

(b)

Stage 2

An [employee](#) who is not satisfied with the results of the informal discussion at Stage 1 and who believes that he/she has a grievance shall, within twenty (20) working days of the event giving rise thereto or of the date on which the [employee](#) first knew or reasonably could have known of such event if that date is later, consult the [Association](#), and **request that CUASA** report to the [dean/director/librarian](#) in writing (with a copy to the [Association](#) and the Director of Human Resources) on the grievance form provided by the [employer](#) for that purpose. The report shall set forth, in the space provided, all of the following:

- (i) the nature of the grievance;
- (ii) the facts upon which the grievance is based;
- (iii) the remedy sought;
- (iv) the result of the informal stage; and
- (v) the article(s) of this agreement relied upon or claimed to have been violated, misinterpreted or improperly applied.

(b)

~~The [employee](#)~~ **The CUASA Grievance Chair or delegate** shall sign the form and, with or without an Association representative, shall ensure its transmittal to his/her [dean/director/librarian](#), **Vice President, or Head of Human Resources or other employer representative**. ~~Alternatively, the [employee](#) may request an Association representative to present the signed grievance form to the [dean/director/librarian](#) on his/her behalf.~~ The **employer representative** [dean/director/librarian](#) shall have ten (10) working days from the date of receipt of the grievance form in which to **either schedule a meeting to discuss the grievance or to render a decision in writing. If the employer fails to respond within ten (10) working days from receipt of the grievance, the Association shall have the right to take the grievance to Stage 3. No more than five (5) working days following receipt of the grievance, the employer shall**

disclose and provide to the Association all relevant documents. Disclosure is subject to a claim of confidentiality made by the participant who possesses the document or has it within his or her power, custody, or control. A claim of confidentiality can relate only to potential prejudice to another party.

(c)

Stage 3

If the decision at Stage 2 does not resolve the grievance, the [Association](#) may refer the matter to a Grievance Sub-Committee (as per Article [30.6](#)) within ten (10) working days from the date of receipt of the Stage 2 decision **or the final date by which the employer ought to have responded in the event of the employer's failure to respond**. The appeal shall be in writing and shall include a copy of the grievance filed in Stage 2, a copy of any decision of the [dean/director/librarian](#) and a statement of the reasons for the disagreement with the decision. Within five (5) working days of the receipt of the appeal, the Grievance Sub-Committee shall call a meeting with representatives of the [Association](#) and the [employer](#). The Association representatives shall make representations on behalf of the [employee](#). **Such meeting shall be convened within ten (10) days of being called.** The Grievance Sub-Committee shall assist the [parties](#) in their efforts to resolve the alleged grievance through fact-finding and negotiations. The Grievance Sub-Committee shall at the request of the [parties](#) render a written report **setting out recommendations for resolution of the grievance** ~~within thirty (30)~~ **ten (10)** working days of its final meeting with the [parties](#).

(d)

~~Stage 4~~ **Binding Arbitration**

If the efforts of the [parties](#) at Stage 3 to resolve the grievance are unsuccessful, the [Association](#) may, within ten (10) working days of the completion of the discussions within the Grievance Sub-Committee **or if the Grievance Sub-Committee fails to call a meeting, or deliver its written report within the time-lines outlined above** or the receipt of its written report, submit the matter to binding arbitration. The [Association](#) shall notify the [employer](#) in writing of such action.

CUASA proposal
Date:

ARTICLE 30: COMPLAINTS, GRIEVANCES AND ARBITRATIONS

30.6 Grievance Sub-Committee

The [parties](#) agree that they will, through the JCAA, establish, from time to time, a Grievance Sub-Committee composed of equal numbers of representatives of the [employer](#) and the [Association](#). The terms of reference for a particular Grievance Sub-Committee shall be specified by the JCAA. Notwithstanding the preceding, the [parties](#) agree that the main functions of such sub-committees as are created from time to time are:

- (a) to assist the [parties](#) in resolving grievances through fact-finding;
- (b) to assist the parties in resolving grievances through negotiations;
- (c) to assist the [parties](#) in resolving grievances by rendering reports concerning the alleged grievance, when so requested.

The [parties](#) **Association** may ~~by agreement at the JCAA~~ decline to appoint a Grievance Sub-Committee, in which event the [Association](#) shall be entitled to proceed directly to ~~Stage 4.~~ **binding arbitration.**

ARTICLE 30: COMPLAINTS, GRIEVANCES AND ARBITRATIONS

~~ARTICLE 30: COMPLAINTS, GRIEVANCES AND ARBITRATIONS~~

~~30.9 Exclusions from the Grievance Procedure~~

(a)
~~Recognizing that certain review procedures involving complex forms of academic peer judgement have evolved out of continuous practical experience, the [parties](#) agree that the grievance procedures under this Article shall not be available for resolution of disputes, exclusively concerned with employment equity appointments (Article [9.3](#)), faculty promotions (Article [10.1](#)–[10.4](#)), renewal of preliminary faculty appointments (Article [6.2\(a\)](#)), [tenure](#) (Article [6.2\(a\)](#)), lay-offs (Article [17.4](#), [17.5](#), [17.6](#), [17.10](#), [17.12](#) and the *Document on the Release of Teaching Staff in Times of Financial Stringency*, Appendix [D](#) to the Collective Agreement), and dismissal for cause of faculty [employees](#) (Article [6.2\(a\)](#)), professional librarian [employees](#) (Article [11.4](#)), Instructor [employees](#) (Article [12.5](#)), except where the [employee](#) or the [Association](#) alleges violation of Academic Freedom under Article [4](#), or discrimination under Article [5](#) of this Collective Agreement, or except where the [employee](#) or the [Association](#) alleges that a violation of the procedures established in Article [10](#) or under the [Senate/Board document](#) entitled *Procedures Concerning Tenure, Dismissal and Related Matters*, as approved by the Board of Governors on the 27th June, 1972 and as amended by the Board of Governors on the 4th October, 1972, and as modified by this Collective Agreement has occurred.~~

(b)
~~For the purposes of this Article "procedure" shall mean the fact or manner of proceeding or going on and shall not mean the manner of interpreting guidelines or criteria.~~

30.10 Failure to Respond

(a)
In the event that the [employer](#) fails to reply to a complaint or grievance within the prescribed time limits in this Article the [Association](#) or the grieving party may submit the complaint or grievance to the next step.

(b)
In the event that the [Association](#) or the grieving party fails to submit the complaint or grievance to the next step in the grievance procedure within the time limits expressed in this Article, the [employer](#) shall notify the [Association](#) and the grieving party of the expiration of the time limit. The [Association](#) or the grieving party shall then have an additional five (5) working days from the receipt of such notice to request an extension of the time limit. In the absence of a response to such a written expiration notice the complaint or grievance shall be considered settled without setting a precedent.

(c)
Abandonment-Withdrawal

A grievor may, by written notice to the appropriate [dean/director/librarian](#), abandon a grievance at any time during the grievance process. If the grievance has been presented with the support of the [Association](#), the [employer](#) shall notify the [Association](#) that the [employee](#) has abandoned the grievance. **The Association shall have the right to withdraw from a grievance and shall notify the employer that it has done so.** The ~~abandonment~~ **withdrawal** of a grievance shall not prejudice the position of the [Association](#) in dealing with grievances of a similar nature.

30.11 Arbitration

(a)
In the event that the decision of the Grievance Sub-Committee does not resolve the grievance **or if the Grievance Sub-Committee fails to call a meeting, or convene the meeting, or deliver its written report within the time-lines outlined above**, the [Association](#) may serve notice within ten (10) working days of receipt of the Committee's decision that it intends to proceed to arbitration. The [Association](#) shall have the right to carry Association grievances as described in Article [30.7](#) to arbitration.

(b)
Notwithstanding the preceding, the [parties](#) agree that, in any case involving academic freedom, a decision of the [Association](#) not to pursue the matter to arbitration shall not prevent the individual grievor from seeking the advice of [CAUT](#), and, on the positive recommendation of [CAUT](#), in which case a further period of ten (10) working days shall be provided beyond the provisions of Article [30.11\(a\)](#) for such consultation to take place, proceeding to arbitration under this Collective Agreement.

30.14 Expenses

The [parties](#) will jointly share the fee and expenses of the arbitrator. **The arbitrator shall have the jurisdiction to award costs and damages.**

CUASA proposal
Date: May 8, 2012

33.1 RESERVE

ARTICLE 34: BINDING ARBITRATION

34.1

The ~~parties~~ agree that in negotiating the collective agreement for the period commencing May 1st, 2009, all non-monetary issues shall be settled prior to arbitration on monetary issues. Included within the meaning of non-monetary issues shall be the principle of introducing new forms of benefits. (The cost-sharing of such new benefits, if agreed to in principle, shall be a monetary issue). Any dispute as to whether a proposal on benefits constitutes a new form of benefits shall be settled at an arbitration as outlined in Article ~~34.2~~ before the monetary issues are submitted to arbitration. If agreement is not reached within sixty (60) calendar days of the agreement by the respective principals on non-monetary issues, either ~~party~~ may submit the unresolved monetary issues to a form of binding arbitration. The form of binding arbitration shall be that established pursuant to Article ~~34.3~~ below unless changed by agreement of both ~~parties~~.

34.2

Should the parties agree to go to mediation or arbitration, they shall retain the services of a mediator or arbitrator ~~In any dispute as to whether a benefit issue is monetary or non-monetary, the~~ ~~parties~~ agree to submit the dispute to an arbitrator chosen from the list of arbitrators in effect under Article 30.12 in the fashion specified in Article ~~30.12~~.

34.3

(a)

The form of arbitration utilized shall be final offer selection by a three (3) person board of arbitration.

(i)

The three (3) person board of arbitration shall consist of one (1) appointee named by the ~~employer~~, and one (1) named by the ~~Association~~; the second of the two (2) appointees shall be named within ten (10) working days of the appointment of the first. The two (2) appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be chairperson, from a list agreed upon by the parties and attached hereto. Failing agreement by the parties' sidesmen within ten (10) working days, or within twenty (20) working days of the appointment of the first appointee, whichever is earlier, or in the case of unavailability in the forthcoming six (6) weeks of the person or persons selected from the list, the appointment shall be made by the Minister of Labour for Ontario upon the request of either ~~party~~.

(ii)

The chairperson shall call a meeting of the ~~parties~~ with the final offer selection board at which meeting he/she will identify the separate issues on which the ~~parties~~ are to submit final offers and arguments, as well as the date for their submission. On the date determined by the chairperson each ~~party~~ shall submit its final offer and supporting arguments on each of the unresolved issues. After receipt of both ~~parties'~~ offers, the chairperson shall release the submissions to the opposite party. These final offers need not bear any relationship to the ~~party's~~ position at the bargaining table. The board may call a hearing in which the ~~parties~~ are given an opportunity to submit oral arguments in support of their submissions and to respond to questions by the board. No new evidence nor any changes of position may be introduced at this hearing.

(iii)

The board shall in its award choose the final offer of either one (1) of the [parties](#) on each of the separate issues; the board may not introduce any new positions on any issues.

(iv)

The [parties](#) agree to request the arbitrator and their appointees to make every effort to hear evidence and conclude proceedings within one (1) calendar month of appointment, and to make every effort to present their decision, which shall be final and binding, within two (2) calendar [months](#).

(v)

The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.

(vi)

The arbitration board shall be encouraged to give reasons for the award.

(vii)

Panel of Arbitration

1.

W. Kaplan

M. Teplitsky

2.

(b)

The [parties](#) agree that the arbitration board, shall consider, *inter alia*, whether and to what extent the following issues are relevant to the determination of the award on monetary issues: the [employer's](#) ability to pay; the cost of living settlements affecting comparable groups of [employees](#); and the University's need to retain qualified academic staff.

(e)

Subsequent to the ratification of the Collective Agreement for the period commencing May 1st, 2001, either [party](#) may, by giving notice to the other [party](#) three (3) calendar months prior to the expiration of that Collective Agreement, terminate the agreement to submit unresolved monetary issues to a form of binding arbitration.